BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: <u>December 8, 2006</u>	Division: County Administrator
Bulk Item: Yes <u>x</u> No <u></u>	Department: County Administrator
	Staff Contact Person/Phone #: Tom Willi #4441
AGENDA ITEM WORDING: Approval of a the City of Key West for the sinking of the USS	n Interlocal Agreement between Monroe County and S Gen. H.S. Vandenberg.
ITEM BACKGROUND:	
PREVIOUS RELEVANT BOCC ACTION:	
CONTRACT/AGREEMENT CHANGES: N/A	
STAFF RECOMMENDATIONS: Approval	
TOTAL COST: \$2,000,000	BUDGETED: Yesx No
COST TO COUNTY: \$2,000,000	SOURCE OF FUNDS:
REVENUE PRODUCING: Yes No	AMOUNT PER MONTH Year
APPROVED BY: County Atty OME	B/Purchasing Risk Management
DOCUMENTATION: Included	Not Required
DISPOSITION:	AGENDA ITEM #

Revised 8/06

Inter-local Agreement between Monroe County and the City of Key West for the Sinking of the USS Gen. H.S. Vandenberg

This AGREEMENT ("Agreement") dated the _____day of ______2006, is entered into by and between MONROE COUNTY, a political subdivision of the state of Florida, ("County ") and the City of Key West ("City"), a municipal corporation of the State of Florida

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the City and the County have entered into this Agreement on the terms and conditions as set forth below.

1. RECITALS.

- (A) Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), specifically provides that its' purpose is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local community. (Sec. 163.01(2), F.S.).
- (B) The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state ... any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Sec. 161.01(4).)
- (C) The Act's definition of "public agency" includes a county government and a municipality. (Sec. 163.01(3)(b).
- (D) The County and City, pursuant to this Act, desire to enter into this Interlocal Agreement ("the Agreement") for the purposes, and upon the terms and conditions, described below, believing that this Agreement will allow each agency to make more efficient use of facilities, personnel, and services necessary to, common to, or available to each agency.
- (E) City has permits which enable it to sink the USS Gen. H. S. Vandenberg ("Vandenberg") in County waters within the Florida Keys National Marine Sanctuary.

- (F) The City has entered into an agreement with Artificial Reefs of the Keys, Inc. (the "Contractor"), approved in City of Key West Resolution No. 01-174, whereby the Contractor has agreed to assume all responsibilities in the sinking and operating of the Vandenberg.
- (G) The parties have a mutual goal of providing an artificial reef which is accessible to residents and visitors of City and County and which will benefit the waters and aquatic habitat surrounding City and County.
- (H) County has funds designated to assist City with its efforts, among other sources of funds available to City.
- 2. TERM AND TERMINATION DATE. This Agreement is effective upon execution by both parties and expires September 30, 2008. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 8,13 and 14 below.
- 3. SCOPE OF AGREEMENT. City shall sink the Vandenberg on the ocean bottom as an artificial reef within County's boundaries, in waters approximately 7 miles south of Key West, Florida. The sinking of the vessel must be completed before payment is made and by the stated Agreement termination date of September 30, 2008. Prior to payment, which is solely for the sinking of the vessel, documentation showing proof of permitting (ACOE, FDEP, FKNMS; Vessel preparation all cleaning and reef preparation; and Transportation Towing to yard and reef site) shall be submitted to the Finance Department of Monroe County no later than September 30, 2008.
- 4. AMOUNT OF AGREEMENT AND PAYMENT. County agrees to fund the sinking in an amount of Two Million Dollars (\$2,000,000.00). Upon the legal and appropriate placement of the Vandenberg on the ocean bottom approximately 7 miles south of Key West, Florida, City shall submit to the County Finance Department an invoice verifying that the vessel was sunk according to the scope of services in paragraph 2 of this Agreement. This verification must be approved by the Monroe County Engineering Department. The County assumes no liability to fund this Agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its Board of County Commissioners. County shall make no payments prior to the vessel's sinking.

City must submit all documentation for final payment on or before September 30, 2008. However, payment will be made by County prior to that date if the sinking occurs and the appropriate documentation is furnished to County.

5. RECORDS AND REPORTS. City shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of County, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. City shall also provide access to the personal property reports, permits, engineering studies, and equipment purchased or utilized under this Agreement. It is the

responsibility of City to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following September 30, 2008. City understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. County shall bill City for the amount of the audit exception and City shall promptly repay any audit exception.

The County and City shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and City in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by City.

- 6. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this Agreement shall be in writing and approved by the City and County. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and City and their respective legal representatives, successors, and assigns.
- 7. RELATIONSHIP OF THE PARTIES. At all times and for all purposes hereunder, the City is an independent contractor responsible for all activities concerning the sinking of the Vandenberg and not an employee or agent of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the City or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County. No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement. This Agreement is for the partial assistance with funding the sinking of the Vandenberg and shall not be construed as a joint venture.
- 8. COMPLIANCE WITH LAW. In carrying out its obligations under this Agreement, the City shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the City.
- 9. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The City shall include in all Agreements funded under this Agreement the following terms:

- a) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
- b) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in contractor. For breach or violation of this warranty, the Contractor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this Agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the Project.
- c) Hold harmless/indemnification. Contractor acknowledges that this Agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this Agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the activity under this Agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related this Agreement.
- d) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the Agreement or thereafter that results from performance by Contractor of the obligations set forth in this Agreement. At all times during the term of this Agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

Workers Compensation insurance as required by Florida Statutes, and \$1 Million for coverage for employees affected by the Jones Act.

Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.

Environmental Impairment Liability in the amount of \$500,000. Watercraft Liability in an amount sufficient to cover the vessel.

Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The City and the County shall be named as additional insured, except for workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this Agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverages are in effect.

- e) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.
- f) Right to Audit. The Contractor shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of the City, the County, the State of Florida or authorized agents and representatives of said government bodies.
- 10. HOLD HARMLESS/INDEMNIFICATION. To the extent allowed by law, City hereby agrees to indemnify and hold harmless County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this Agreement. The parties agree to immediately give notice to the other of any suit, claim or action made against it that is related to the activity under this Agreement, and will cooperate with each other in the investigation arising as a result of any suit, action or claim related to this Agreement.
- (a) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of County and City in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.
- (b) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, City of Key West Vandenberg Project

workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

- 11. NONDISCRIMINATION. County and City agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. City agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.
- 12. ANTI-KICKBACK. City warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the procurement or sinking of the Vandenberg. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 13. TERMINATION. This Agreement shall terminate on September 30, 2008. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to

allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to City. The City may terminate this Agreement without cause upon giving written notice of termination to Applicant. The County shall not be obligated to pay for any services or goods provided by City after City has received written notice of termination.

- 14. TERMINATION FOR BREACH. The County may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by City shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.
- 15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof. .
- 16. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. This Agreement is not subject to arbitration.
- (a) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and City agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
- (b) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and City agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- (c) Attorney's Fees and Costs. The County and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall

be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

- (d) Adjudication of Disputes or Disagreements. County and City agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- (e) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and City agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.
- 17. ETHICS CLAUSE: City warrants that it has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this Agreement without liability and may also, at its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and City warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the City agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
 - (a) Covenant of No Interest. County and City covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
 - (b) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida

Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

- 18. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By execution of this Agreement, City agrees that it will not employ any person in violation of this provision.
- 19. AUTHORITY: City warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the City below certifies and warrants that the City's name in this Agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the City, and this Agreement has been approved by the City Commission.
- 20. LICENSING AND PERMITS: City warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.
 - 21. INSURANCE. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

City agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this Agreement are canceled, terminated or reduced in coverage, then City must immediately substitute complying policies so that no gap in coverage

occurs. Copies of current policy certificates shall be filed with the County whenever acquired or amended.

22. NOTICE. Any written notice to be given to either party under this Agreement or related hereto shall be addressed and delivered as follows:

For City: BY COURIER BY MAIL

City Manager, City of Key West City Manager, Key West

525 Angela Street PO Box 1409

Key West, FL 33040 Key West, FL 33041

For County: BY COURIER BY MAIL

County Administrator County Administrator

1100 Simonton Street PO Box 1026

Key West, FL 33040 Key West, FL 33041

- 23. CLAIMS FOR FEDERAL OR STATE AID. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
- 24. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.
- 25. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the City agree that neither the County nor the City or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- 26. ATTESTATIONS. City agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

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- 27. NO PERSONAL LIABILITY. No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- 28. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.
- 29. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Print Name	Print Name
City Clerk	Mayor
Ву	Ву
(CORPORATE SEAL) Attest:	City of Key West
Deputy Clerk	Mayor/Chairman
(SEAL) Attest: Danny L. Kolhage, Clerk	Board of County Commissioners of Monroe County

City of Key West – Vandenberg Project

2M 20061203